

**EXHIBIT “A”**

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Chicago, Illinois 60606  
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John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

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Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

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Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
In re : Chapter 11  
:  
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
:  
Debtors. : (Jointly Administered)  
:  
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STIPULATION AND AGREED ORDER (I) RESOLVING OBJECTION OF  
AMERICAN AIKOKU ALPHA INC. TO ASSUMPTION AND/OR ASSIGNMENT OF  
EXECUTORY CONTRACT OR UNEXPIRED LEASE TO BUYERS IN CONNECTION  
WITH SALE OF STEERING AND HALFSHAFT BUSINESS AND (II) DISALLOWING  
AND EXPUNGING PROOFS OF CLAIM NUMBERS 16692 AND 16783  
(AMERICAN AIKOKU ALPHA, INC.)

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases, (collectively, the "Debtors") and American Aikoku Alpha, Inc. ("American Aikoku"), respectfully submit this Stipulation And Agreed Order (i) Resolving Objection Of American Aikoku Alpha, Inc. To Assumption And/Or Assignment Of Executory Contract Or Unexpired Lease To Buyers In Connection With Sale Of Steering And Halfshaft Business And (ii) Disallowing And Expunging Proofs Of Claim Numbers 16692 And 16783 (American Aikoku Alpha, Inc.), and agree and state as follows:

WHEREAS, on October 8, 2005 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), as then amended, in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS, certain of the Debtors and American Aikoku entered into Purchase Order Nos. SAG9OI2815, SAG9OI5386, SAGO90I5218, SAG9OI4657, SAG9OI3417, 9OI6283, and 9OI6086 (the "Purchase Orders"), under which American Aikoku would provide certain products to the Debtors.

WHEREAS, on October 17, 2005, American Aikoku sent a reclamation demand letter to Delphi and Saginaw Steering Systems, asserting a reclamation demand (the "Reclamation Demand") in the amount of \$62,642.89 for goods sold.

WHEREAS, on April 18, 2006, DAS LLC filed its Delphi Automotive Systems LLC - Amended and Restated Schedules of Assets and Liabilities - Schedule(s) D, E and F, listing, among other things, a disputed, unliquidated scheduled amount owed to American Aikoku in the amount of \$363,649.35.

WHEREAS, on September 6, 2007, the Debtors docketed proof of claim number 16692 against Delphi, in the amount of \$5,823.94 for the priority reclamation claim asserted by American Aikoku on October 17, 2005, as reconciled and modified by Delphi on February 21, 2006 ("Claim 16692").

WHEREAS, on September 21, 2007, the Debtors objected to Claim 16692 pursuant to the Debtors' Twenty-First Omnibus Objection Pursuant to 11 U.S.C. § 502(b) and Fed. R. Bankr. P. 3007 to Certain (A) Duplicate or Amended Claims, (B) Untimely Equity Claim, (C) Insufficiently Documented Claims, (D) Claims Not Reflected on Debtors' Books and Records, (E) Untimely Claims, and (F) Claims Subject to Modification, Tax Claim Subject to Modification, and Modified Claims Asserting Reclamation (Docket No. 9535) (the "Twenty-First Omnibus Claims Objection").

WHEREAS, on December 10, 2007, the Debtors filed an Debtors' Expedited Motion For Orders Under 11 U.S.C. §§ 363, 365, And 1146 And Fed. R. Bankr. P. 2002, 6004, 6006, And 9014 (A)(I) Approving Bidding Procedures, (II) Granting Certain Bid Protections, (III) Approving Form And Manner Of Sale Notices, And (IV) Setting Sale Hearing Date, (B) Authorizing And Approving (I) Sale Of Certain Of Debtors' Assets Comprising Substantially All Assets Primarily Used In Debtors' Steering And Halfshaft Business Free And Clear Of Liens, Claims, And Encumbrances, (II) Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (III) Assumption Of Certain Liabilities, And (C) Authorizing And Approving Transaction Facilitation Agreement (the "Motion").

WHEREAS, on January 16, 2008, American Aikoku filed proof of claim number 16783 against Delphi, which asserts claim of \$429,525.83, of which \$423,701.90 asserts a general unsecured claim and \$5,823.94 asserts a priority reclamation claim ("Claim 16783").

WHEREAS, on or about January 23, 2008, the Debtors served a (i) Notice Of Assumption And/Or Assignment Of Executory Contract Or Unexpired Lease To Buyers In Connection With Sale Of Steering And Halfshaft Business (Docket No. 12323) (the "Assumption Notice") and (ii) Notice of Cure Amount With Respect To Executory Contract Or Unexpired Lease To Be Assumed And Assigned In Connection With Sale Of Steering And Halfshaft Business (Docket No. 12324) (the "Cure Notice"). The Cure Notice and Assumption Notice stated, among other things, that the Debtors seek to assume and/or assign the Purchase Orders to Steering Solutions Corporation and certain of its affiliates (the "Buyers") and listed a cure amount of \$5,823.94.

WHEREAS, on January 25, 2008, the Court entered an order confirming the First Amended Joint Plan of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (the "Plan").

WHEREAS, on January 28, 2008, American Aikoku filed its Objection Of American Aikoku Alpha, Inc. To Notices Of Cure Amount With Respect To Executory Contract Or Unexpired Lease To Be Assumed And Assigned In Connection With Sale Of Steering And Halfshaft Business (Docket No. 12369) (the "First Steering Objection").

WHEREAS, on January 29, 2008, American Aikoku filed proof of claim number 16796 against Delphi, which asserts claim of \$429,525.83, of which \$423,701.90 asserts a general unsecured claim and \$5,823.94 asserts a priority reclamation claim ("Claim 16796," together with Claim 16692 and Claim 16783, the "Claims").

WHEREAS, on January 29, 2008, American Aikoku filed its Limited Objection of American Aikoku Alpha, Inc. to Notices of Assumption and/or Assignment of Executory Contract or Unexpired Lease to Buyers in Connection with Sale of Steering and Halfshaft

Business (Docket No. 12376) (the "Second Steering Objection").

WHEREAS, on February 15, 2008, the Debtors objected to Claim 16796 and Claim 16783 pursuant to the Debtors' Twenty-Sixth Omnibus Objection Pursuant to 11 U.S.C. § 502(b) and Fed. R. Bankr. P. 3007 to Certain (A) Duplicate or Amended Claims, (B) Untimely Claims not Reflected on Debtors' Books and Records, (C) Untimely Claims, and (D) Claims Subject to Modification and Modified Claim Asserting Reclamation (Docket No. 12686) (the "Twenty-Sixth Omnibus Claims Objection").

WHEREAS, on February 25, 2008, the Court entered an Order Under 11 U.S.C. §§ 363, 365, and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (A) Authorizing And Approving (I) Sale Of Certain Of Debtors' Assets Compromising Substantially All Of The Assets Of Steering And Halfshaft Business Free And Clear Of Liens, Claims, And Encumbrances, (II) Assumption And Assignment Of Certain Executory Contracts And Unexpired Lease, And (III) Assumption Of Certain Liabilities And (B) Authorizing And Approving Transaction Facilitation Agreement (Docket No. 12868) (the "Sale Approval Order"), which, among other things, adjourned the hearing on the First steering Objection and the Second Steering Objection to a later date.

WHEREAS, on March 7, 2008, American Aikoku filed its Notice of Cure Claims of America Aikoku Alpha, Inc. (Docket No. 13010) (the "Cure Proposal"), asserting a cure amount of \$415,761.04 under Article 8.2(b) of the Plan to cure defaults asserted under the Purchase Orders.

WHEREAS, on March 7, 2008, American Aikoku filed its Response Of American Aikoku Alpha, Inc. To The Debtors' Twenty-Sixth Omnibus Claims Objection (Docket No. 13013) (the "Response").

WHEREAS, on March 11, 2008, the Debtors filed a Notice Of Deadline To File Motion For Leave To File Late Claims With Respect To Late Claims Filed By American Aikoku Alpha Inc. (Proofs of Claim Nos. 16783 and 16796) (Docket No. 13083) (the "Notice Of Deadline").

WHEREAS, on March 14, 2008, American Aikoku filed its American Aikoku Alpha, Inc.'s Motion For Leave To File An Amended Claim (Docket No. 13114) (the "Amended Claim Motion").

WHEREAS, on March 29, 2008, the Court entered the Order Pursuant to 11 U.S.C. §§ 502(b) and Fed. R. Bankr. P. 3007 (I) Disallowing and Expunging Certain (A) Duplicate or Amended Claims, (B) Untimely Claims Not Reflected on Debtors' Books and Records, and (C) Untimely Claims and (II) Modify (A) Claims Subject to Modification and (B) Modified Claim Asserting Reclamation Identified in Twenty-Sixth Omnibus Claims Objection (Docket No. 13178) ("Twenty-Sixth Omnibus Claims Objection Order"). The Twenty-Sixth Omnibus Claims Objection Order, among other things, disallowed and expunged Claim 16796.

WHEREAS, on March 31, 2008, the Debtors served a Notice of Assumption and Assignment and Cure Amount of Executory Contract or Unexpired Lease to Buyers in Connection with Sale of Steering and Halfshaft Business (Docket No. 13292) (the "Supplemental Cure Notice").

WHEREAS, to resolve the First Steering Objection, the Second Steering Objection, the Cure Proposal, the Response, and the Amended Claim Motion, the Debtors and American Aikoku have agreed to enter into this Stipulation under which American Aikoku shall receive a cure payment of \$413,908.96 as soon as reasonably practicable upon the closing of the sale of the steering and halfshaft business, reflecting the amount due and owing under the

Debtors' books and records.

WHEREAS, the Debtors are authorized to enter into this Stipulation with regards to the claims matters addressed herein either because the Claims involve ordinary course controversies or pursuant to that certain Amended And Restated Order Under 11 U.S.C. 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 8401) entered by this Court on June 26, 2007.

THEREFORE, the Debtors and American Aikoku, stipulate and agree as follows:

1. As soon as reasonably practicable upon the closing of the sale of the steering and halfshaft business, American Aikoku shall receive a cure payment of \$413,908.96 to cure all defaults under the Purchase Orders.
2. Upon payment of the cure amount, Claim 16692 and Claim 16783 shall be disallowed and expunged with prejudice.
3. Upon the Court's entry of this Stipulation, American Aikoku shall be deemed to have withdrawn with prejudice the First Steering Objection and the Second Steering Objection.
4. Upon payment of the cure amount, American Aikoku shall be deemed to have withdrawn with prejudice the Reclamation Demand, the Cure Proposal, the Response, and the Amended Claim Motion.
5. To the extent that any order related to the sale of the steering and halfshaft business alters, conflicts with, or derogates from the provisions of this Stipulation, this Stipulation shall control.

So Ordered in New York, New York, this 8th day of May, 2008

/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND  
APPROVED FOR ENTRY:

/s/ John K. Lyons

John Wm. Butler, Jr.  
John K. Lyons  
Ron E. Meisler  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606-1285  
(312) 407-0700

/s/ Gary Vist

Gary Vist  
Masuda, Funai, Eifert & Mitchell, Ltd.  
203 N. Lasalle Street, Suite 2500  
Chicago, Illinois 60601-1262

Attorney for American Aikoku Alpha Inc.

- and -

Kayalyn A. Marafioti  
Thomas J. Matz  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.  
Debtors and Debtors-in-Possession

**GROUP EXHIBIT “B”**

**Gary Vist**

---

**From:** Tullson, Carl T [Carl.Tullson@skadden.com]  
**Sent:** Thursday, April 10, 2008 2:51 PM  
**To:** Gary Vist  
**Subject:** Settlement of American Aikoku claims and cure amounts  
**Importance:** High

Gary,

Pursuant to our conversation, Delphi is willing to offer an allowed cash cure amount of \$413,908.96. This cure amount would result in the disallowance and expungement of proofs of claim 16692 and 16783 (because they cover the same alleged defaults under the same purchase orders).

We of course would request that you withdraw both your motion to reconsider and your 8.2(b) cure proposal as part of the settlement.

In the interim, please confirm that all filing deadlines regarding the matter scheduled for the April 18, 2008 hearing are hereby adjourned. I look forward to your response. Thank you.

**Carl T. Tullson**  
Associate, Corporate Restructuring  
Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive | Chicago | Illinois | 60606-1285  
T: 312.407.0379 | F: 312.827.9436  
ctullson@skadden.com

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\*\*\*\*\*

---

**Gary Vist**

---

**From:** Tullson, Carl T [Carl.Tullson@skadden.com]  
**Sent:** Wednesday, April 30, 2008 3:41 PM  
**To:** Gary Vist  
**Subject:** RE: Settlement of American Aikoku claims and cure amounts

Gary,

To keep you in the loop, the stipulation has been circulated internally and is now with the client for final sign off. Per our conversations, the stipulation currently provides for the following: (1) American Aikoku shall receive a cure payment of \$413,908.96 to cure all defaults under the Purchase Orders, (2) that payment of the cure amount would result in the disallowance and expungement of proofs of claim 16692 and 16783 (because they cover the same alleged defaults under the same purchase orders), and (3) that the stipulation resolves not only the steering objections, but various related filings (namely the 8.2(b) Cure Proposal, Response to Omni 26, and Motion for Leave to File an Amended Claim).

I will send the stipulation to you as soon as the client signs off. Thank you.

**Carl T. Tullson**  
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ctullson@skadden.com

Skadden

---

**From:** Gary Vist [mailto:GVist@masudafunai.com]  
**Sent:** Monday, April 21, 2008 1:40 PM  
**To:** Tullson, Carl T (CHI)  
**Subject:** RE: Settlement of American Aikoku claims and cure amounts

Carl,

Please let me know where you are on drafting the settlement papers. I understand from my client that the first day to ship goods to the purchasing company is May 1, and we obviously need to try and wrap up this matter before that date to ensure smooth transition.

Thank you

 Gary Vist  
Attorney at Law  
**MASUDA, FUNAI, EIFERT & MITCHELL, LTD.** | 203 N. LaSalle Street, Suite 2500 | Chicago, IL 60601-1262 |  
TEL 312.245.7532 | FAX 312.245.7467 | [GVist@masudafunai.com](mailto:GVist@masudafunai.com) | [www.masudafunai.com](http://www.masudafunai.com)

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---

**From:** Tullson, Carl T [mailto:Carl.Tullson@skadden.com]  
**Sent:** Thursday, April 10, 2008 4:20 PM  
**To:** Gary Vist

8/26/2009

B C Pg 13 of 50  
**Subject:** RE: Settlement of American Aikoku claims and cure amounts

Gary,

Thank you. Also, would your client be willing to either withdraw the motion for reconsideration or, in the alternative, move the matter to the May 8th hearing pending resolution? It may take some time to have the settlement papers signed off by both parties. Please advise.

**Carl T. Tullson**  
**Associate, Corporate Restructuring**  
**Skadden, Arps, Slate, Meagher & Flom LLP**  
**333 West Wacker Drive | Chicago | Illinois | 60606-1285**  
**T: 312.407.0379 | F: 312.827.9436**  
**ctullson@skadden.com**

Skadden

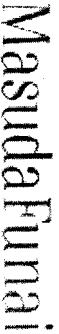
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**From:** Gary Vist [mailto:GVist@masudafunai.com]  
**Sent:** Thursday, April 10, 2008 3:09 PM  
**To:** Tullson, Carl T (CHI)  
**Subject:** RE: Settlement of American Aikoku claims and cure amounts

Carl,

I am confirming that all filing deadlines regarding the matter scheduled for the April 18, 2008 hearing are hereby adjourned. We look forward to wrapping up this matter shortly on the terms contained in your e-mail.

Thank you.

 Gary Vist  
 Attorney at Law  
**MASUDA, FUNAI, EIFERT & MITCHELL, LTD.** | 203 N. LaSalle Street, Suite 2500 | Chicago, IL 60601-1262 |  
 TEL 312.245.7532 | FAX 312.245.7467 | [GVist@masudafunai.com](mailto:GVist@masudafunai.com) | [www.masudafunai.com](http://www.masudafunai.com)

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**From:** Tullson, Carl T [mailto:Carl.Tullson@skadden.com]  
**Sent:** Thursday, April 10, 2008 2:51 PM  
**To:** Gary Vist  
**Subject:** Settlement of American Aikoku claims and cure amounts  
**Importance:** High

Gary,

Pursuant to our conversation, Delphi is willing to offer an allowed cash cure amount of \$413,908.96. This cure amount would result in the disallowance and expungement of proofs of claim 16692 and 16783 (because they cover the same alleged defaults under the same purchase orders).

We of course would request that you withdraw both your motion to reconsider and your 8.2(b) cure proposal as part of the settlement.

In the interim, please confirm that all filing deadlines regarding the matter scheduled for the April 18, 2008 hearing are hereby adjourned. I look forward to your response. Thank you.

**Carl T. Tullson**

8/26/2009

Associate, Corporate Restructuring  
Skadden, Arps, Slate, Meagher & Flom LLP  
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**Gary Vist**

**From:** Tullson, Carl T [Carl.Tullson@skadden.com]  
**Sent:** Tuesday, May 06, 2008 1:36 PM  
**To:** Gary Vist  
**Subject:** American Aikoku Stipulation  
**Attachments:** American Aikoku Stipulation.doc

Gary,

Please find the American Aikoku stipulation attached. Note that this stipulation remains subject to final internal review.

Please execute and return the attached version of the stipulation. In the event you have any questions regarding the stipulation, do not hesitate to contact me. Thank you.

**Carl T. Tullson**  
Associate, Corporate Restructuring  
Skadden, Arps, Slate, Meagher & Flom LLP  
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\*\*\*\*\*

**Gary Vist**

---

**From:** Tullson, Carl T [Carl.Tullson@skadden.com]  
**Sent:** Tuesday, May 06, 2008 10:16 PM  
**To:** Gary Vist  
**Subject:** RE: American Aikoku Stipulation

Gary,

We will need to discuss your third revision, especially regarding when the objections are deemed withdrawn, in the morning. I do not anticipate any issues regarding the other proposed changes. Thank you.

**Carl T. Tullson**  
Associate, Corporate Restructuring  
Skadden, Arps, Slate, Meagher & Flom LLP  
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ctullson@skadden.com

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---

**From:** Gary Vist [mailto:GVist@masudafunai.com]  
**Sent:** Tuesday, May 06, 2008 10:06 PM  
**To:** Tullson, Carl T (CHI)  
**Subject:** RE: American Aikoku Stipulation

Carl,

The client accepts the proposal with my revisions. Please let me know if that works for you, and I will e-mail you an executed stip tomorrow morning.

Thank you.  
Gary

---

**From:** Tullson, Carl T [mailto:Carl.Tullson@skadden.com]  
**Sent:** Tue 5/6/2008 1:36 PM  
**To:** Gary Vist  
**Subject:** American Aikoku Stipulation

Gary,

Please find the American Aikoku stipulation attached. Note that this stipulation remains subject to final internal review.

Please execute and return the attached version of the stipulation. In the event you have any questions regarding the stipulation, do not hesitate to contact me. Thank you.

**Carl T. Tullson**  
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ctullson@skadden.com

Skadden

---

\*\*\*\*\* To ensure compliance with Treasury Department

**Gary Vist**

**From:** Tullson, Carl T [Carl.Tullson@skadden.com]  
**Sent:** Wednesday, May 07, 2008 10:05 AM  
**To:** Gary Vist  
**Subject:** American Aikoku Stipulation  
**Importance:** High  
**Attachments:** American Aikoku Stipulation.doc

Gary,

Please find the revised stipulation attached. Per our conversation, we have adopted your first two changes. As for the third proposed change, the steering objections will be deemed withdrawn as of the entry of the stipulation, but the reclamation demand will be moved to paragraph 4 (i.e. withdrawn upon payment of cure).

Please indicate your consent to affix your electronic signature to this stipulation so that it may be submitted to Court. Thank you.

**Carl T. Tullson**  
Associate, Corporate Restructuring  
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\*\*\*\*\*

---

**Gary Vist**

**From:** Tullson, Carl T [Carl.Tullson@skadden.com]

**Sent:** Thursday, May 15, 2008 7:52 AM

**To:** Gary Vist

**Subject:** Amended American Aikoku Stipulation

**Attachments:** Amended American Aikoku Stipulation chi2-689963-1.doc; Blackline Against Prior Stipulation chi2-690253-1.doc

Gary,

Please find the amended stipulation and a blackline attached. As I explained in my phone message yesterday, the prior stipulation erroneously stated that proof of claim no. 16796 was expunged on the Twenty-Sixth Omnibus Claims Objection Order. In fact, proof of claim no. 16796 was adjourned. The restated and amended stipulation provides that proof of claim no. 16796 will be disallowed and expunged upon payment of the cure amount.

Upon your approval, we will execute the stipulation and hand it up to the Court on June 5. Please let me know if you have any questions regarding this matter. Thank you.

**Carl T. Tullson**  
Associate, Corporate Restructuring  
Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive | Chicago | Illinois | 60606-1285  
T: 312.407.0379 | F: 312.827.9436  
ctullson@skadden.com

Skadden

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\*\*\*\*\*

**GROUP EXHIBIT “C”**

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG90I2815  
 ALTERATION 77273

ORDER ISSUE DATE: 01/14/97  
 JANUARY 29, 2008

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND  
 SHIPPING SCHEDULES

VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
 520 LAKE COOK RD STE 180  
 DEERFIELD IL

60015

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,  
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 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES DA WA
AS RELEASED		NET MNS-2		
INCOTERM	FOB BUYERS PLANT, FREIGHT COLLECT		TITLE TRANSFER TERM	
NAMED PLACE	DEERFIELD IL	US	TITLE TRANSFER OUR PLANT	

STATE & LOCAL SALES  
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>THIS ORDER IS EFFECTIVE 1/14/97          AND EXPIRES 12/31/11.</p> <p>***** THE ABOVE INFORMATION *****          ***** HAS BEEN CHANGED *****</p> <p>EXTEND PO THROUGH 12/31/11.          IF YOU HAVE DELPHI STEERING MATERIAL          CONSIGNED TO YOUR COMPANY, THE FOLLOW-          ING ACTIONS ARE REQUIRED: 1. CONSIGNEE          AGREES TO MAINTAIN PERPETUAL INVENTORY          RECORDS AND TO RETAIN THE RECORDS FOR          ONE YEAR PLUS THE CURRENT YEAR. 2. CON-          SIGNEE AGREES TO CONFIRM IN WRITING CON-          SIGNED INVENTORY BY PART NUMBER AT LEAST          QUARTERLY OR MORE FREQUENTLY IF          REQUESTED BY THE DIVISION. 3. CONSIGNEE          AGREES TO PROVIDE AN ANNUAL CERTIFIED          LETTER OF PHYSICAL INVENTORY WHEN DELPHI          CONDUCTS ITS ANNUAL PHYSICAL INVENTORY          OR ALLOW DELPHI EMPLOYEES TO VISIT THE          SITE AND AUDIT THE INVENTORY COUNT. 4.          CONSIGNEE AGREES TO VERIFY THAT THE SEAL          IS INTACT ON THOSE SEALED TRUCKLOADS IF          A SEAL NUMBER IS INDICATED ON THE DELPHI          SHIPPING DOCUMENT. 5. CONSIGNEE AGREES          TO VERIFY THE ACCURACY OF THE MATERIAL</p>		

CONTINUED ON PAGE 2

THIS CHANGES, AMENDS OR SUPERSEDES A  
 PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

## PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG9012815

ALTERATION 77273

ORDER ISSUE DATE: 01/14/97  
JANUARY 29, 2008

INVOICE TO

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AMERICAN AIKOKU INC  
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DEERFIELD IL

60015

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INCOTERM		FOB BUYERS PLANT, FREIGHT COLLECT	TITLE TRANSFER TERM	
NAMED PLACE		DEERFIELD IL	US	TITLE TRANSFER OUR PLANT

STATE & LOCAL SALES  
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>IDENTIFICATION AND COUNTS RECEIVED FROM THE DELPHI PLANT. EACH BILL OF LADING MUST BE CHECKED COMPLETELY AT TIME OF RECEIPT AND DELPHI PRODUCTION CONTROL NOTIFIED IMMEDIATELY OF ANY DISCREPANCY. CONSIGNEE WILL CORRECT INFORMATION ON BILL OF LADING, SIGN, DATE, AND FAX COPY TO PRODUCTION CONTROL. 6. CONSIGNEE AGREES TO SEGREGATE DELPHI MATERIAL AND PROVIDE ADEQUATE PROTECTION AND INSURANCE FOR LOSS OR DAMAGED DELPHI MATERIAL.</p> <p>7. CONSIGNEE AGREES TO RETURN ALL DEFECTIVE OR DAMAGED PARTS TO DELPHI UNLESS ALTERNATE ARRANGEMENTS HAVE BEEN MADE WITH DELPHI PURCHASING. 8. IF CONSIGNEE IS DETERMINED TO BE AT FAULT FOR SCRAP OR LOSS OF INVENTORY, DELPHI PURCHASING WILL CHARGE BACK THE CONSIGNEE. 9. CONSIGNEE WILL FAX TO DELPHI MATERIAL CONTROL CONSIGNMENT ANALYST COPIES OF SHIPPING PAPERWORK WHEN SHIPPING OR RECEIVING PARTS FROM OTHER CONSIGNEE LOCATIONS. 10. CONSIGNEE AGREES TO ALLOW DELPHI SCHEDULING AND FINANCE REPRESENTATIVES THE RIGHT TO AUDIT INVENTORIES AND INVENTORY RECORDS UPON REQUEST. 11. TOOLS PROVIDED FOR PERFORMANCE OF AN OPERATION BY CONSIGNEE</p>		

CONTINUED ON PAGE 3

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SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
FAX (989) 757-5094 PAGE

PURCHASING LOCATION

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 DELPHI CORPORATION  
 3900 E. HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

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ORDER ISSUE DATE: 01/14/97  
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VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
 520 LAKE COOK RD STE 180  
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60015

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AS RELEASED		NET MNS-2		
INCOTERM NAMED PLACE	FOB BUYERS PLANT, FREIGHT COLLECT DEERFIELD IL		TITLE TRANSFER TERM TITLE TRANSFER OUR PLANT	
STATE & LOCAL SALES, USE TAX CODES				

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>REMAIN THE PROPERTY OF DELPHI UNLESS OTHERWISE NOTED. 12. CONSIGNEE AGREES TO SHIP MATERIAL DIRECTLY TO DELPHI'S CUSTOMER IF THE PHYSICAL FLOW WARRANTS.</p> <p>SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COM-</p>		

CONTINUED ON PAGE 4

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
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**DELPHI**

PURCHASE ORDER

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		NET MNS-2		
INCOTERM NAMED PLACE STATE & LOCAL SALES, USE TAX CODES	FOB BUYERS PLANT, FREIGHT COLLECT DEERFIELD IL	US	TITLE TRANSFER TERM TITLE TRANSFER OUR PLANT	

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>MENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.</p> <p>DIRECTIONS TO FIND DELPHI'S GENERAL TERMS AND CONDITIONS ON THE INTERNET.</p> <p>1) GO TO DELPHI'S INTERNET WEB SITE <a href="http://WWW.DELPHI.COM">WWW.DELPHI.COM</a></p> <p>2) CLICK ON SUPPLIERS</p> <p>3) CLICK ON DELPHI SUPPLIER COMMUNITY PORTAL</p> <p>4) CLICK ON GENERAL TERMS AND CONDITIONS</p> <p>5) CLICK ON YOUR PREFERRED LANGUAGE VERSION OF THE GENERAL TERMS AND CONDITIONS</p> <p>DIRECTIONS TO FIND DELPHI'S CUSTOMER</p>		

CONTINUED ON PAGE 5

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

PURCHASING LOCATION

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 DELPHI CORPORATION  
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 SAGINAW, MI 48601-9494

**DELPHI**

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 520 LAKE COOK RD STE 180  
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INCOTERM NAMED PLACE STATE & LOCAL SALES, USPS TAX CODES	FOB BUYERS PLANT, FREIGHT COLLECT DEERFIELD IL	NET MNS-2 US	TITLE TRANSFER TERM TITLE TRANSFER OUR PLANT	

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT SPECIFIC REQUIREMENTS ON THE INTERNET 1) GO TO DELPHI'S INTERNET WEB SITE WWW.DELPHI.COM 2) CLICK ON SUPPLIER'S 3) CLICK ON DELPHI'S SUPPLIER COMMUNITY PORTAL 4) CLICK ON SUPPLIER STANDARDS 5) CLICK ON DELPHI CUSTOMER SPECIFIC REQUIREMENTS		

THIS CHANGES, AMENDS OR SUPERSEDES A  
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SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 402  
 FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG90I2815  
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ORDER ISSUE DATE: 01/14/97  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES MAP WA
INCOTERM				
NAMED PLACE			TITLE TRANSFER TERM	

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>THIS ORDER IS EFFECTIVE 1/14/97          AND EXPIRES 12/31/11.</p> <p>***** THE FOLLOWING HAS BEEN ADDED: *****</p> <p>AS OF ITS EFFECTIVE DATE, THIS PURCHASE ORDER CONSTITUTES A NEW AGREEMENT BETWEEN THE BUYER AND SELLER AND SUPERSEDES AND REPLACES ANY PRIOR PURCHASE ORDERS OR OTHER AGREEMENTS BETWEEN THE BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER HEREOF. FOR THE AVOIDANCE OF DOUBT, THE PURCHASE ORDER NUMBER ASSIGNED HERETO BY THE BUYER IS UTILIZED FOR ADMINISTRATIVE CONVENIENCE ONLY AND THIS PURCHASE ORDER SHALL NOT BE DEEMED AN AMENDMENT TO OR MODIFICATION OF ANY PRIOR PURCHASE ORDERS ISSUED BY BUYER AND ACCEPTED BY SELLER, EVEN IF SUCH PRIOR PURCHASE ORDERS WERE ASSIGNED AN IDENTICAL PURCHASE ORDER NUMBER BY THE BUYER. EACH OF THE BUYER AND THE SELLER ACKNOWLEDGES AND AGREES THAT ANY PRIOR PURCHASE ORDERS OR OTHER AGREEMENTS BETWEEN THE BUYER AND SELLER, WHICH ARE SUPERSEDED AND REPLACED BY THIS PURCHASE ORDER AS OF ITS EFFECTIVE DATE SHALL NO LONGER</p>		

CONTINUED ON PAGE 2

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 40  
 FAX (989) 757-5094 PAGE

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES CAR WA
INCO TERM NAMED PLACE STATE & LOCAL SALES, USE TAX CODES			TITLE TRANSFER TERM	

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>BE SUBJECT TO ASSUMPTION OR REJECTION UNDER THE UNITED STATES BANKRUPTCY CODE AND THE SELLER HEREUNDER WAIVES ANY RIGHT TO ASSERT ANY OF THE RIGHTS INCIDENT TO ASSUMPTION OR REJECTION, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF CURE WITH RESPECT TO ANY SUCH PRIOR PURCHASE ORDERS OR OTHER AGREEMENTS. TO THE EXTENT THAT ANY PRIOR PURCHASE ORDERS OR OTHER AGREEMENTS BETWEEN THE BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER HEREOF ALSO PROVIDED FOR THE SUPPLY OR OTHER GOODS OR SERVICES BY THE SELLER TO THE BUYER, SUCH PRIOR AGREEMENTS SHALL BE SUPERSEDED AND REPLACED ONLY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER PROVISIONS OF SUCH PRIOR PURCHASE ORDERS OR OTHER AGREEMENTS SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH THEIR TERMS.</p> <p>ADD NC CLAUSE.</p> <p>IF YOU HAVE DELPHI STEERING MATERIAL CONSIGNED TO YOUR COMPANY, THE FOLLOWING ACTIONS ARE REQUIRED: 1. CONSIGNEE AGREES TO MAINTAIN PERPETUAL INVENTORY RECORDS AND TO RETAIN THE RECORDS FOR ONE YEAR PLUS THE CURRENT YEAR. 2. CON-</p>		

CONTINUED ON PAGE 3

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE

BUYER (989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

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STATE & LOCAL SALES, USE TAX CODES				

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	U/M
		<p>REQUIREMENTS CONTRACT</p> <p>SIGNEE AGREES TO CONFIRM IN WRITING CON-SIGNED INVENTORY BY PART NUMBER AT LEAST QUARTERLY OR MORE FREQUENTLY IF REQUESTED BY THE DIVISION. 3. CONSIGNEE AGREES TO PROVIDE AN ANNUAL CERTIFIED LETTER OF PHYSICAL INVENTORY WHEN DELPHI CONDUCTS ITS ANNUAL PHYSICAL INVENTORY OR ALLOW DELPHI EMPLOYEES TO VISIT THE SITE AND AUDIT THE INVENTORY COUNT. 4. CONSIGNEE AGREES TO VERIFY THAT THE SEAL IS INTACT ON THOSE SEALED TRUCKLOADS IF A SEAL NUMBER IS INDICATED ON THE DELPHI SHIPPING DOCUMENT. 5. CONSIGNEE AGREES TO VERIFY THE ACCURACY OF THE MATERIAL IDENTIFICATION AND COUNTS RECEIVED FROM THE DELPHI PLANT. EACH BILL OF LADING MUST BE CHECKED COMPLETELY AT TIME OF RECEIPT AND DELPHI PRODUCTION CONTROL NOTIFIED IMMEDIATELY OF ANY DISCREPANCY. CONSIGNEE WILL CORRECT INFORMATION ON BILL OF LADING, SIGN, DATE, AND FAX COPY TO PRODUCTION CONTROL. 6. CONSIGNEE AGREES TO SEGREGATE DELPHI MATERIAL AND PROVIDE ADEQUATE PROTECTION AND INSUR-ANCE FOR LOSS OR DAMAGED DELPHI MATERIAL 7. CONSIGNEE AGREES TO RETURN ALL DE-FECTIVE OR DAMAGED PARTS TO DELPHI UNLESS ALTERNATE ARRANGEMENTS HAVE BEEN</p>		

CONTINUED ON PAGE 4

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
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 520 LAKE COOK RD STE 180  
 DEERFIELD IL

60015

INVOICE TO	
ATTN: ACCOUNTS PAYABLE	
SHIP TO	

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STATE & LOCAL SALES USE TAX CODES				

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>MADE WITH DELPHI PURCHASING. 8. IF CONSIGNEE IS DETERMINED TO BE AT FAULT FOR SCRAP OR LOSS OF INVENTORY, DELPHI PURCHASING WILL CHARGE BACK THE CONSIGNEE. 9. CONSIGNEE WILL FAX TO DELPHI MATERIAL CONTROL CONSIGNMENT ANALYST COPIES OF SHIPPING PAPERWORK WHEN SHIPPING OR RECEIVING PARTS FROM OTHER CONSIGNEE LOCATIONS. 10. CONSIGNEE AGREES TO ALLOW DELPHI SCHEDULING AND FINANCE REPRESENTATIVES THE RIGHT TO AUDIT INVENTORIES AND INVENTORY RECORDS UPON REQUEST. 11. TOOLS PROVIDED FOR PERFORMANCE OF AN OPERATION BY CONSIGNEE REMAIN THE PROPERTY OF DELPHI UNLESS OTHERWISE NOTED. 12. CONSIGNEE AGREES TO SHIP MATERIAL DIRECTLY TO DELPHI'S CUSTOMER IF THE PHYSICAL FLOW WARRANTS. SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA IN-</p>		

CONTINUED ON PAGE 5

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE

BUYER (989) 757-4046 EXT: 404

FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG9012815  
 ALTERATION 77274

ORDER ISSUE DATE: 01/14/97  
 JANUARY 29, 2008

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
 520 LAKE COOK RD STE 180  
 DEERFIELD IL

60015

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,  
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.  
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAP WA
INCOTERM NAMED PLACE				TITLE TRANSFER TERM
STATE & LOCAL SALES, USE TAX CODES				

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT TERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PUR- SUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPE- CIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI. COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUS- TOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COM- MENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC RE- QUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPE- CIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESS- LY AGREES TO ACCEPT ANY SUCH PROPOSALS		

CONTINUED ON PAGE 6

THIS CHANGES, AMENDS OR SUPERSEDES A  
 PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHO/BUYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
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**DELPHI**

PURCHASE ORDER

SAG90I2815  
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ORDER ISSUE DATE: 01/14/97  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR WA
INCOTERM				
NAMED PLACE			TITLE TRANSFER TERM	

STATE & LOCAL SALES  
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT          IN WRITING.          DIRECTIONS TO FIND DELPHI'S GENERAL          TERMS AND CONDITIONS ON THE INTERNET.          1) GO TO DELPHI'S INTERNET WEB SITE          WWW.DELPHI.COM          2) CLICK ON SUPPLIERS          3) CLICK ON DELPHI SUPPLIER COMMUNITY          PORTAL          4) CLICK ON GENERAL TERMS AND CONDITIONS          5) CLICK ON YOUR PREFERRED LANGUAGE          VERSION OF THE GENERAL TERMS AND          CONDITIONS</p> <p>DIRECTIONS TO FIND DELPHI'S CUSTOMER          SPECIFIC REQUIREMENTS ON THE INTERNET          1) GO TO DELPHI'S INTERNET WEB SITE          WWW.DELPHI.COM          2) CLICK ON SUPPLIER'S          3) CLICK ON DELPHI'S SUPPLIER COMMUNITY          PORTAL          4) CLICK ON SUPPLIER STANDARDS          5) CLICK ON DELPHI CUSTOMER SPECIFIC          REQUIREMENTS</p>		

THIS CHANGES, AMENDS OR SUPERSEDES A  
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SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
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PURCHASE ORDER

SAG90I2815  
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ORDER ISSUE DATE: 01/14/97  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR WA
INCOTERM NAMED PLACE	TITLE TRANSFER TERM			

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.  
 USE TAX CODES  
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	WHT. AMOUNT
		REQUIREMENTS CONTRACT		
		THIS ORDER IS EFFECTIVE 1/14/97 AND EXPIRES 12/31/11.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
*****	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/08	*****	
PC	26001257	RACE BLANK, INNER	169.00 PC	
		PURCHASED COMPLETE TO BLUEPRINT REV. 048 DATED 5/18/99 ACTIVE		CURRENCY JPY
		ACT 2400 75000 TAX 4B WEEKLY CAP 21250 MIN LOT SIZE PERCENT OF BUSINESS 100%		
		PRICE CHANGE P/N 26001257. IF YOU HAVE DELPHI STEERING MATERIAL CONSIGNED TO YOUR COMPANY, THE FOLLOW- ING ACTIONS ARE REQUIRED: 1. CONSIGNEE AGREES TO MAINTAIN PERPETUAL INVENTORY RECORDS AND TO RETAIN THE RECORDS FOR ONE YEAR PLUS THE CURRENT YEAR. 2. CON- SIGNEE AGREES TO CONFIRM IN WRITING CON- SIGNIED INVENTORY BY PART NUMBER AT LEAST		

CONTINUED ON PAGE 2

THIS CHANGES, AMENDS OR SUPERSEDES A  
 PURCHASE ORDER NOW IN YOUR POSSESSION.

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**DELPHI**

PURCHASE ORDER

SAG9012815

ALTERATION 77275

ORDER ISSUE DATE: 01/14/97  
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INVOICE TO

ATTN: ACCOUNTS PAYABLE

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VENDOR 600055 DUNS 095309860

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 520 LAKE COOK RD STE 180  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES TAR WA
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INCO TERM NAMED PLACE	TITLE TRANSFER TERM
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STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT QUARTERLY OR MORE FREQUENTLY IF REQUESTED BY THE DIVISION. 3. CONSIGNEE AGREES TO PROVIDE AN ANNUAL CERTIFIED LETTER OF PHYSICAL INVENTORY WHEN DELPHI CONDUCTS ITS ANNUAL PHYSICAL INVENTORY OR ALLOW DELPHI EMPLOYEES TO VISIT THE SITE AND AUDIT THE INVENTORY COUNT. 4. CONSIGNEE AGREES TO VERIFY THAT THE SEAL IS INTACT ON THOSE SEALED TRUCKLOADS IF A SEAL NUMBER IS INDICATED ON THE DELPHI SHIPPING DOCUMENT. 5. CONSIGNEE AGREES TO VERIFY THE ACCURACY OF THE MATERIAL IDENTIFICATION AND COUNTS RECEIVED FROM THE DELPHI PLANT. EACH BILL OF LADING MUST BE CHECKED COMPLETELY AT TIME OF RECEIPT AND DELPHI PRODUCTION CONTROL NOTIFIED IMMEDIATELY OF ANY DISCREPANCY. CONSIGNEE WILL CORRECT INFORMATION ON BILL OF LADING, SIGN, DATE, AND FAX COPY TO PRODUCTION CONTROL. 6. CONSIGNEE AGREES TO SEGREGATE DELPHI MATERIAL AND PROVIDE ADEQUATE PROTECTION AND INSUR- ANCE FOR LOSS OR DAMAGED DELPHI MATERIAL 7. CONSIGNEE AGREES TO RETURN ALL DE- FECTIVE OR DAMAGED PARTS TO DELPHI UNLESS ALTERNATE ARRANGEMENTS HAVE BEEN MADE WITH DELPHI PURCHASING. 8. IF CON- SIGNEE IS DETERMINED TO BE AT FAULT FOR		

CONTINUED ON PAGE 3

THIS CHANGES, AMENDS OR SUPERSEDES A  
 PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404

FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG90I2815

ALTERATION 77275

ORDER ISSUE DATE: 01/14/97  
 JANUARY 29, 2008

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES LAR WA
INCOTERM NAMED PLACE	TITLE TRANSFER TERM			

STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>SCRAP OR LOSS OF INVENTORY, DELPHI PURCHASING WILL CHARGE BACK THE CONSIGNEE. 9. CONSIGNEE WILL FAX TO DELPHI MATERIAL CONTROL CONSIGNMENT ANALYST COPIES OF SHIPPING PAPERWORK WHEN SHIPPING OR RECEIVING PARTS FROM OTHER CONSIGNEE LOCATIONS. 10. CONSIGNEE AGREES TO ALLOW DELPHI SCHEDULING AND FINANCE REPRESENTATIVES THE RIGHT TO AUDIT INVENTORIES AND INVENTORY RECORDS UPON REQUEST. 11. TOOLS PROVIDED FOR PERFORMANCE OF AN OPERATION BY CONSIGNEE REMAIN THE PROPERTY OF DELPHI UNLESS OTHERWISE NOTED. 12. CONSIGNEE AGREES TO SHIP MATERIAL DIRECTLY TO DELPHI'S CUSTOMER IF THE PHYSICAL FLOW WARRANTS. SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PUR-</p>		

CONTINUED ON PAGE 4

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
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**DELPHI**

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ORDER ISSUE DATE: 01/14/97  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR WA
INCOTERM NAMED PLACE	TITLE TRANSFER TERM			

STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>SUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.</p> <p>DIRECTIONS TO FIND DELPHI'S GENERAL</p>		

CONTINUED ON PAGE 5

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHOTO BYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
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**DELPHI**

PURCHASE ORDER

SAG90I2815

ALTERATION 77275

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ATTN: ACCOUNTS PAYABLE

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 520 LAKE COOK RD STE 180  
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STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		<b>REQUIREMENTS CONTRACT</b> TERMS AND CONDITIONS ON THE INTERNET. 1) GO TO DELPHI'S INTERNET WEB SITE WWW.DELPHI.COM 2) CLICK ON SUPPLIERS 3) CLICK ON DELPHI SUPPLIER COMMUNITY PORTAL 4) CLICK ON GENERAL TERMS AND CONDITIONS 5) CLICK ON YOUR PREFERRED LANGUAGE VERSION OF THE GENERAL TERMS AND CONDITIONS		
		DIRECTIONS TO FIND DELPHI'S CUSTOMER SPECIFIC REQUIREMENTS ON THE INTERNET 1) GO TO DELPHI'S INTERNET WEB SITE WWW.DELPHI.COM 2) CLICK ON SUPPLIER'S 3) CLICK ON DELPHI'S SUPPLIER COMMUNITY PORTAL 4) CLICK ON SUPPLIER STANDARDS 5) CLICK ON DELPHI CUSTOMER SPECIFIC REQUIREMENTS		

THIS CHANGES, AMENDS OR SUPERSEDES A  
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SANBORN J.

PHONE BUYER

(989) 757-4046 EXT: 404  
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**DELPHI**

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INCOTERM NAMED PLACE			TITLE TRANSFER TERM	

STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT		
		THIS ORDER IS EFFECTIVE 1/14/97 <u>AND EXPIRES 12/31/11.</u>		
		<u>THE FOLLOWING HAS BEEN CHANGED TO READ:</u>		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/09	*****	
PC	26001257	RACE BLANK, INNER	165.00	PC
		PURCHASED COMPLETE TO BLUEPRINT REV. 048 DATED 5/18/99 ACTIVE		CURRENCY JPY
		ACT 2400 75000 TAX 4B WEEKLY CAP 21250 MIN LOT SIZE PERCENT OF BUSINESS 100%		
		PRICE CHANGE P/N 26001257 IF YOU HAVE DELPHI STEERING MATERIAL CONSIGNED TO YOUR COMPANY, THE FOLLOW- ING ACTIONS ARE REQUIRED: 1. CONSIGNEE AGREES TO MAINTAIN PERPETUAL INVENTORY RECORDS AND TO RETAIN THE RECORDS FOR ONE YEAR PLUS THE CURRENT YEAR. 2. CON- SIGNEE AGREES TO CONFIRM IN WRITING CON- SIGNED INVENTORY BY PART NUMBER AT LEAST		

CONTINUED ON PAGE 2

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT QUARTERLY OR MORE FREQUENTLY IF REQUESTED BY THE DIVISION. 3. CONSIGNEE AGREES TO PROVIDE AN ANNUAL CERTIFIED LETTER OF PHYSICAL INVENTORY WHEN DELPHI CONDUCTS ITS ANNUAL PHYSICAL INVENTORY OR ALLOW DELPHI EMPLOYEES TO VISIT THE SITE AND AUDIT THE INVENTORY COUNT. 4. CONSIGNEE AGREES TO VERIFY THAT THE SEAL IS INTACT ON THOSE SEALED TRUCKLOADS IF A SEAL NUMBER IS INDICATED ON THE DELPHI SHIPPING DOCUMENT. 5. CONSIGNEE AGREES TO VERIFY THE ACCURACY OF THE MATERIAL IDENTIFICATION AND COUNTS RECEIVED FROM THE DELPHI PLANT. EACH BILL OF LADING MUST BE CHECKED COMPLETELY AT TIME OF RECEIPT AND DELPHI PRODUCTION CONTROL NOTIFIED IMMEDIATELY OF ANY DISCREPANCY. CONSIGNEE WILL CORRECT INFORMATION ON BILL OF LADING, SIGN, DATE, AND FAX COPY TO PRODUCTION CONTROL. 6. CONSIGNEE AGREES TO SEGREGATE DELPHI MATERIAL AND PROVIDE ADEQUATE PROTECTION AND INSUR- ANCE FOR LOSS OR DAMAGED DELPHI MATERIAL 7. CONSIGNEE AGREES TO RETURN ALL DE- FECTIVE OR DAMAGED PARTS TO DELPHI UNLESS ALTERNATE ARRANGEMENTS HAVE BEEN MADE WITH DELPHI PURCHASING. 8. IF CON- SIGNEE IS DETERMINED TO BE AT FAULT FOR		

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STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT SCRAP OR LOSS OF INVENTORY, DELPHI PURCHASING WILL CHARGE BACK THE CONSIGNEE. 9. CONSIGNEE WILL FAX TO DELPHI MATERIAL CONTROL CONSIGNMENT ANA- LYST COPIES OF SHIPPING PAPERWORK WHEN SHIPPING OR RECEIVING PARTS FROM OTHER CONSIGNEE LOCATIONS. 10. CONSIGNEE AG- REES TO ALLOW DELPHI SCHEDULING AND FINANCE REPRESENTATIVES THE RIGHT TO AUDIT INVENTORIES AND INVENTORY RECORDS UPON REQUEST. 11. TOOLS PROVIDED FOR PERFORMANCE OF AN OPERATION BY CONSIGNEE REMAIN THE PROPERTY OF DELPHI UNLESS OTHERWISE NOTED. 12. CONSIGNEE AGREES TO SHIP MATERIAL DIRECTLY TO DELPHI'S CUS- TOMER IF THE PHYSICAL FLOW WARRANTS. SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE IN- CORPORATED IN, AND A PART OF, THIS CON- TRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING IN- STRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA IN- TERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PUR-		

CONTINUED ON PAGE 4

THIS CHANGES, AMENDS OR SUPERSEDES A  
 PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHO/BUYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

## PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
DELPHI CORPORATION  
3900 E HOLLAND RD.  
SAGINAW, MI 48601-9494

DELPHI

PURCHASE ORDER

SAG90I2815  
ALTERATION 77276ORDER ISSUE DATE: 01/14/97  
JANUARY 29, 2008

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
520 LAKE COOK RD STE 180  
DEERFIELD IL

60015

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,  
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.  
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR WA
INCOTERM NAMED PLACE			TITLE TRANSFER TERM	
STATE & LOCAL SALES USE TAX CODES PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.				

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>SUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.</p> <p>DIRECTIONS TO FIND DELPHI'S GENERAL</p>		

CONTINUED ON PAGE 5

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHO BUYER

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PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG9012815  
 ALTERATION 77276

ORDER ISSUE DATE: 01/14/97  
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INVOICE TO

VENDOR 600055 DUNS 095309860

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SHIP TO

AMERICAN AIKOKU INC  
 520 LAKE COOK RD STE 180  
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES AR WA
INCOTERM NAMED PLACE			TITLE TRANSFER TERM	

STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT          TERMS AND CONDITIONS ON THE INTERNET.          1) GO TO DELPHI'S INTERNET WEB SITE          WWW.DELPHI.COM          2) CLICK ON SUPPLIERS          3) CLICK ON DELPHI SUPPLIER COMMUNITY          PORTAL          4) CLICK ON GENERAL TERMS AND CONDITIONS          5) CLICK ON YOUR PREFERRED LANGUAGE          VERSION OF THE GENERAL TERMS AND          CONDITIONS</p> <p>DIRECTIONS TO FIND DELPHI'S CUSTOMER          SPECIFIC REQUIREMENTS ON THE INTERNET          1) GO TO DELPHI'S INTERNET WEB SITE          WWW.DELPHI.COM          2) CLICK ON SUPPLIER'S          3) CLICK ON DELPHI'S SUPPLIER COMMUNITY          PORTAL          4) CLICK ON SUPPLIER STANDARDS          5) CLICK ON DELPHI CUSTOMER SPECIFIC          REQUIREMENTS</p>		

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PHONE BUYER

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PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

LEGAL COPY

SAG90I2815

ALTERATION 77277

ORDER ISSUE DATE: 01/14/97  
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VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
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INVOICE TO

ATTN: ACCOUNTS PAYABLE

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES CAR WA
INCOTERM				

NAMED PLACE	TITLE TRANSFER TERM
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STATE & LOCAL SALES USE TAX CODES	4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO	3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT AMT.
		REQUIREMENTS CONTRACT		
		THIS ORDER IS EFFECTIVE 1/14/97 AND EXPIRES 12/31/11.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
*****	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/10	*****	
PC	26001257	RACE BLANK, INNER	162.00	PC
		PURCHASED COMPLETE TO BLUEPRINT REV. 048 DATED 5/18/99 ACTIVE		CURRENCY JPY
		ACT 2400 75000 TAX 4B WEEKLY CAP 21250 MIN LOT SIZE PERCENT OF BUSINESS 100%		
		PRICE CHANGE P/N 26001257 IF YOU HAVE DELPHI STEERING MATERIAL CONSIGNED TO YOUR COMPANY, THE FOLLOW- ING ACTIONS ARE REQUIRED: 1. CONSIGNEE AGREES TO MAINTAIN PERPETUAL INVENTORY RECORDS AND TO RETAIN THE RECORDS FOR ONE YEAR PLUS THE CURRENT YEAR. 2. CON- SIGNEE AGREES TO CONFIRM IN WRITING CON- SIGNIED INVENTORY BY PART NUMBER AT LEAST		

CONTINUED ON PAGE 2

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES LAR WA
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INCOTERM	TITLE TRANSFER TERM		
NAMED PLACE			

STATE & LOCAL SALES USE TAX CODES	4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO	3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT QUARTERLY OR MORE FREQUENTLY IF REQUESTED BY THE DIVISION. 3. CONSIGNEE AGREES TO PROVIDE AN ANNUAL CERTIFIED LETTER OF PHYSICAL INVENTORY WHEN DELPHI CONDUCTS ITS ANNUAL PHYSICAL INVENTORY OR ALLOW DELPHI EMPLOYEES TO VISIT THE SITE AND AUDIT THE INVENTORY COUNT. 4. CONSIGNEE AGREES TO VERIFY THAT THE SEAL IS INTACT ON THOSE SEALED TRUCKLOADS IF A SEAL NUMBER IS INDICATED ON THE DELPHI SHIPPING DOCUMENT. 5. CONSIGNEE AGREES TO VERIFY THE ACCURACY OF THE MATERIAL IDENTIFICATION AND COUNTS RECEIVED FROM THE DELPHI PLANT. EACH BILL OF LADING MUST BE CHECKED COMPLETELY AT TIME OF RECEIPT AND DELPHI PRODUCTION CONTROL NOTIFIED IMMEDIATELY OF ANY DISCREPANCY. CONSIGNEE WILL CORRECT INFORMATION ON BILL OF LADING, SIGN, DATE, AND FAX COPY TO PRODUCTION CONTROL. 6. CONSIGNEE AGREES TO SEGREGATE DELPHI MATERIAL AND PROVIDE ADEQUATE PROTECTION AND INSUR- ANCE FOR LOSS OR DAMAGED DELPHI MATERIAL 7. CONSIGNEE AGREES TO RETURN ALL DE- FECTIVE OR DAMAGED PARTS TO DELPHI UNLESS ALTERNATE ARRANGEMENTS HAVE BEEN MADE WITH DELPHI PURCHASING. 8. IF CON- SIGNEE IS DETERMINED TO BE AT FAULT FOR		

CONTINUED ON PAGE 3

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**DELPHI**

PURCHASE ORDER

SAG90I2815  
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ORDER ISSUE DATE: 01/14/97  
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INCOTERM NAMED PLACE			TITLE TRANSFER TERM	

STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>SCRAP OR LOSS OF INVENTORY, DELPHI PURCHASING WILL CHARGE BACK THE CONSIGNEE. 9. CONSIGNEE WILL FAX TO DELPHI MATERIAL CONTROL CONSIGNMENT ANALYST COPIES OF SHIPPING PAPERWORK WHEN SHIPPING OR RECEIVING PARTS FROM OTHER CONSIGNEE LOCATIONS. 10. CONSIGNEE AGREES TO ALLOW DELPHI SCHEDULING AND FINANCE REPRESENTATIVES THE RIGHT TO AUDIT INVENTORIES AND INVENTORY RECORDS UPON REQUEST. 11. TOOLS PROVIDED FOR PERFORMANCE OF AN OPERATION BY CONSIGNEE REMAIN THE PROPERTY OF DELPHI UNLESS OTHERWISE NOTED. 12. CONSIGNEE AGREES TO SHIP MATERIAL DIRECTLY TO DELPHI'S CUSTOMER IF THE PHYSICAL FLOW WARRANTS.</p> <p>SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PUR-</p>		

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>SUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.</p> <p>DIRECTIONS TO FIND DELPHI'S GENERAL</p>		

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4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT          TERMS AND CONDITIONS ON THE INTERNET.          1) GO TO DELPHI'S INTERNET WEB SITE          WWW.DELPHI.COM          2) CLICK ON SUPPLIERS          3) CLICK ON DELPHI SUPPLIER COMMUNITY          PORTAL          4) CLICK ON GENERAL TERMS AND CONDITIONS          5) CLICK ON YOUR PREFERRED LANGUAGE          VERSION OF THE GENERAL TERMS AND          CONDITIONS</p> <p>DIRECTIONS TO FIND DELPHI'S CUSTOMER          SPECIFIC REQUIREMENTS ON THE INTERNET          1) GO TO DELPHI'S INTERNET WEB SITE          WWW.DELPHI.COM          2) CLICK ON SUPPLIER'S          3) CLICK ON DELPHI'S SUPPLIER COMMUNITY          PORTAL          4) CLICK ON SUPPLIER STANDARDS          5) CLICK ON DELPHI CUSTOMER SPECIFIC          REQUIREMENTS</p>		

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ALTERATION 77278

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STATE & LOCAL SALES  
 USE TAX CODES  
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QUANTITY	ITEM CODE NO	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT		
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		<u>THE FOLLOWING HAS BEEN CHANGED TO READ:</u>		
*****	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/11	*****	
PC	26001257	RACE BLANK, INNER	159.00	PC
		PURCHASED COMPLETE TO BLUEPRINT REV. 048 DATED 5/18/99 ACTIVE		CURRENCY JPY
		ACT 2400 75000 WEEKLY CAP 21250 PERCENT OF BUSINESS 100%	TAX 4B MIN LOT SIZE	
		PRICE CHANGE P/N 26001257 IF YOU HAVE DELPHI STEERING MATERIAL CONSIGNED TO YOUR COMPANY, THE FOLLOW- ING ACTIONS ARE REQUIRED: 1. CONSIGNEE AGREES TO MAINTAIN PERPETUAL INVENTORY RECORDS AND TO RETAIN THE RECORDS FOR ONE YEAR PLUS THE CURRENT YEAR. 2. CON- SIGNEE AGREES TO CONFIRM IN WRITING CON- SIGNED INVENTORY BY PART NUMBER AT LEAST		

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SANBORN J.  
 PHOENIX BUYER

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PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
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 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG90I2815  
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ORDER ISSUE DATE: 01/14/97  
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 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		REQUIREMENTS CONTRACT SCRAP OR LOSS OF INVENTORY, DELPHI PURCHASING WILL CHARGE BACK THE CONSIGNEE. 9. CONSIGNEE WILL FAX TO DELPHI MATERIAL CONTROL CONSIGNMENT ANA- LYST COPIES OF SHIPPING PAPERWORK WHEN SHIPPING OR RECEIVING PARTS FROM OTHER CONSIGNEE LOCATIONS. 10. CONSIGNEE AG- REES TO ALLOW DELPHI SCHEDULING AND FINANCE REPRESENTATIVES THE RIGHT TO AUDIT INVENTORIES AND INVENTORY RECORDS UPON REQUEST. 11. TOOLS PROVIDED FOR PERFORMANCE OF AN OPERATION BY CONSIGNEE REMAIN THE PROPERTY OF DELPHI UNLESS OTHERWISE NOTED. 12. CONSIGNEE AGREES TO SHIP MATERIAL DIRECTLY TO DELPHI'S CUS- TOMER IF THE PHYSICAL FLOW WARRANTS. SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE IN- CORPORATED IN, AND A PART OF, THIS CON- TRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING IN- STRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA IN- TERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PUR-		

CONTINUED ON PAGE 4

THIS CHANGES, AMENDS OR SUPERSEDES A  
 PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHO/BUYER

(989) 757-4046 EXT: 404  
 FAX (989) 757-5094 PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS  
 DELPHI CORPORATION  
 3900 E HOLLAND RD.  
 SAGINAW, MI 48601-9494

**DELPHI**

PURCHASE ORDER

SAG90I2815

ALTERATION 77278

ORDER ISSUE DATE: 01/14/97  
 JANUARY 29, 2008

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 600055 DUNS 095309860

AMERICAN AIKOKU INC  
 520 LAKE COOK RD STE 180  
 DEERFIELD IL

60015

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,  
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.  
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES I A W A
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INCOTERM NAMED PLACE	TITLE TRANSFER TERM
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STATE & LOCAL SALES  
 USE TAX CODES  
 PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>SUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS ARE AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, WWW.DELPHI.COM. SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS. IF SELLER ACCEPTS THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS AND CUSTOMER SPECIFIC REQUIREMENTS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.</p> <p>DIRECTIONS TO FIND DELPHI'S GENERAL</p>		

CONTINUED ON PAGE 5

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE BUYER

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 FAX (989) 757-5094 PAGE

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 DELPHI CORPORATION  
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**DELPHI**

PURCHASE ORDER

SAG90I2815

ALTERATION 77278

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 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES I AM WA
INCOTERM NAMED PLACE			TITLE TRANSFER TERM	

STATE & LOCAL SALES,  
 USE TAX CODES  
 PERMIT NO 3800440

48-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>REQUIREMENTS CONTRACT</p> <p>TERMS AND CONDITIONS ON THE INTERNET.</p> <p>1) GO TO DELPHI'S INTERNET WEB SITE  <a href="http://WWW.DELPHI.COM">WWW.DELPHI.COM</a></p> <p>2) CLICK ON SUPPLIERS</p> <p>3) CLICK ON DELPHI SUPPLIER COMMUNITY PORTAL</p> <p>4) CLICK ON GENERAL TERMS AND CONDITIONS</p> <p>5) CLICK ON YOUR PREFERRED LANGUAGE VERSION OF THE GENERAL TERMS AND CONDITIONS</p> <p>DIRECTIONS TO FIND DELPHI'S CUSTOMER SPECIFIC REQUIREMENTS ON THE INTERNET</p> <p>1) GO TO DELPHI'S INTERNET WEB SITE  <a href="http://WWW.DELPHI.COM">WWW.DELPHI.COM</a></p> <p>2) CLICK ON SUPPLIER'S</p> <p>3) CLICK ON DELPHI'S SUPPLIER COMMUNITY PORTAL</p> <p>4) CLICK ON SUPPLIER STANDARDS</p> <p>5) CLICK ON DELPHI CUSTOMER SPECIFIC REQUIREMENTS</p>		

THIS CHANGES, AMENDS OR SUPERSEDES A PURCHASE ORDER NOW IN YOUR POSSESSION.

SANBORN J.

PHONE  
 BUYER

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